

**SETTLEMENT AGREEMENT**

**IN THE MATTER OF**  
**FDR Services Corp. of New York**

**Case No. 29-CA-257646**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Respondent and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Respondent in English, Spanish, and in any additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Respondent will then sign and date those Notices and immediately post them by the employee time clock and in all other places where the Respondent normally posts notices to employees at the Respondent's facility located at 44 Newmans Court, Hempstead, New York. The Respondent will keep all Notices posted for 60 consecutive days after the initial posting.

**COMPLIANCE WITH NOTICE** — The Respondent will comply with all the terms and provisions of said Notice.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case, including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case for any relevant purpose in the litigation of this or any other case, and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case, and the Respondent withdraws any answer filed in response.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Respondent and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO RESPONDENT** — Counsel for the Respondent authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Respondent. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes \_\_\_\_\_ No \_\_\_\_\_  
 Initials Initials

**PERFORMANCE** — Performance by the Respondent with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Respondent of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Respondent agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Respondent, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Respondent, the Regional Director will reissue the complaint, previously issued on June 15, 2020 in the instant case, with respect to the un-remedied allegations.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Respondent has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case provided that the Respondent complies with the terms and conditions of this Settlement Agreement and Notice.

<b>Respondent</b> <b>FDR Services Corp.</b> (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) 10/2/20 (b) (6), (b) (7)(C) Name and Title (b) (6), (b) (7)(C) Print Name and Title below		<b>Charging Party</b> <b>Laundry, Distribution and Food Service Joint Board, Workers United, SEIU</b> By: Name and Title Date [Signature] 10/2/20 Print Name and Title below CRISTINA GALLO, COUNSEL	
<b>Recommended By:</b> /s/ Erin Schaefer 10/05/2020 <b>ERIN SCHAEFER</b> Field Attorney		<b>Approved By:</b> Date [Signature] 10/05/2020 <b>KATHY DREW-KING</b> Regional Director, Region 29	

(To be printed and posted on official Board notice form)

**THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** interfere with, restrain, or coerce you in the exercise of the above rights.

**WE WILL NOT** offer assistance to B.A.T. Local 514 by directing you to attend meetings with representatives of B.A.T. Local 514.

**WE WILL NOT** refuse to provide the Laundry, Distribution and Food Service Joint Board, Workers United, SEIU, "the Union," with information that it requested that is relevant and necessary to its role as your exclusive bargaining representative.

**WE WILL NOT** in any other manner interfere with your rights under Section 7 of the Act.

**WE WILL**, upon request, provide the Union with information that it requests, that is relevant and necessary to its role as your exclusive bargaining representative.

**FDR Services Corp.**

Dated: 10/2/20

By: \_\_\_\_\_

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) Representative

(Title)

*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.*

Two Metro Tech Center  
Suite 5100

Telephone: (718)330-7713  
Hours of Operation: 9:00 a.m. to 5:30 p.m.

Brooklyn, NY 11201-3838

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**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF  
FDR Services Corp. of New York**

**Case Nos. 29-CA-214454,  
and 29-CA-226068**

Subject to the approval of the Regional Director for the National Labor Relations Board, Respondent and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICE TO EMPLOYEES** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to Respondent in English and Spanish and any other languages deemed necessary by the Regional Director. A responsible official of Respondent will then sign and date those Notices and immediately post them in conspicuous places where Respondent typically posts Notices to its employees in and about its facility located at 44 Newmans Ct., Hempstead, New York. Respondent will keep all Notices posted for 60 consecutive days after the initial posting.

**COMPLIANCE WITH NOTICE** — Respondent will comply with all the terms and provisions of said Notice.

**NON-ADMISSION CLAUSE** — By entering into this Settlement Agreement, Respondent does not admit that it has violated the National Labor Relations Act.

**PAYMENT OF WAGES AND BENEFITS** — Within 14 days from approval of this agreement, Respondent will make whole the employees listed below by payment to them of the amounts opposite their names. Respondent is responsible for paying its share of FICA and will make appropriate withholdings from the backpay due to each named employee(s). Respondent will remit a separate check for the interest, excess tax and expenses portion of the backpay due (if applicable), from which no withholdings shall be made. Respondent will compensate the below-named employees for the adverse tax consequences, if any, of receiving one or more lump-sum backpay awards covering periods longer than one (1) year. Respondent will also file with the Regional Director completed Reports of Backpay Paid under the National Labor Relations Act, which the Regional Director will file with the Social Security Administration for the purpose of allocating the payment to the appropriate calendar year(s).

Name	Backpay	Interest	Total
(b) (6), (b) (7)(C)	\$1,373.60	\$48.80	\$1,422.40
(b) (6), (b) (7)(C)	\$3,063.90	\$104.80	\$3,168.70
(b) (6), (b) (7)(C)	\$1,672.85	\$59.20	\$1,732.05
(b) (6), (b) (7)(C)	\$3,179.61	\$108.80	\$3,288.41
(b) (6), (b) (7)(C)	\$935.70	\$30.40	\$966.10
(b) (6), (b) (7)(C)	\$6,263.62	\$189.60	\$6,453.22
(b) (6), (b) (7)(C)	\$6,823.16	\$206.40	\$7,029.56
(b) (6), (b) (7)(C)	\$3,047.39	\$104.00	\$3,151.39

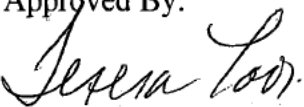
**Total: \$27,211.84**

**PAYMENT OF FUNDS CONTRIBUTIONS** — Within 45 days from approval of this agreement, Respondent will make payments to the Laundry, Distribution & Food Service Retirement Fund, Workers United; and Laundry, Distribution & Food Service Education and Legal Assistance Fund, Workers United in the amounts for each month as set forth below:

Month	Contribution Amount	Interest	Total
August	\$12,990.88	\$389.73	\$13,380.61
September	\$10,301.76	\$206.04	\$10,507.80

**Total: \$23,888.41**



<b>Charged Party</b> <b>FDR Services Corp. of New York</b>		<b>Charging Party</b> <b>Laundry, Distribution and Food Service Joint Board, Workers United, SEIU</b>	
By: Name and Title	Date	By: Name and Title	Date
(b) (6), (b) (7)(C)	11/26/18	/s/ Alberto Arroyo, Co-Manager	11/27/18
<hr/> Print Name and Title below		<hr/> Print Name and Title below	
Recommended By: /s/ Brent Childerhose  BRENT E. CHILDERHOSE Field Attorney		Approved By:  TERESA POOR Acting Regional Director, Region 29	
Date 11/27/18		Date 11/28/18	

(To be printed and posted on official Board notice form)

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** do anything to prevent you from exercising the above rights.

**WE WILL NOT** in any like or related manner interfere with your rights under Section 7 of the Act.

**LAUNDRY, DISTRIBUTION AND FOOD SERVICE JOINT BOARD, WORKERS UNITED, SEIU** ("the Union") is your exclusive collective bargaining representative in dealing with us regarding your wages, hours and other working conditions in the following unit of employees:

All the employees of the Employer working at its facility located at 44 Newmans Court, Hempstead, New York; excluding guards, confidential employees and supervisors as defined in the National Labor Relations Act.

**WE WILL NOT** fire you because of your activities in support of the Union, including your strike activities.

**WE WILL NOT** fail to make payments to the pension and education/legal funds on your behalf.

**WE WILL NOT** threaten to fire you if you choose to support the Union, or any other labor organization.

**WE WILL NOT** threaten violence against representatives of the Union.

**WE WILL NOT** make it appear to you that we are watching or recording your union activities, including your strike activities.

**WE WILL NOT** unlawfully give assistance to other labor organizations, including by distributing their campaign literature, who are trying to replace the Union as your exclusive collective bargaining representative.

**WE WILL** offer (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) immediate and full

reinstatement to their former jobs, or if those jobs no longer exists, to a substantially equivalent position, without prejudice to their seniority or any other rights and/or privileges previously enjoyed before we fired them.



**WE WILL**, within 14 days of the approval of this agreement by the Region Director of Region 29 of the NLRB, pay (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) for any wages and other benefits that they lost because we fired them.

**WE WILL** remove from our files all references to the discharges of (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) and **WE WILL** notify them in writing that this has been done and that we will not use the discharges against them in any way.

**WE WILL** pay (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) adverse tax consequences of receiving one or more lump-sum backpay awards covering periods longer than one (1) year.

**WE WILL** file with the Regional Director completed Reports of Backpay Paid under the National Labor Relations Act, which the Regional Director will file with the Social Security Administration for the purpose of allocating the payment to the appropriate calendar year(s).

**WE WILL** make future contributions to the pension and education/legal funds on your behalf.

**FDR SERVICES CORP. OF NEW YORK**

(Employer)

**Dated:** \_\_\_\_\_ **By:** \_\_\_\_\_  
(Representative) (Title)

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*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.*

Two Metro Tech Center, Suite 5100  
Brooklyn, NY 11201-3838

**Telephone:** (718)330-7713  
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UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF**

**FDR Services Corp. of New Jersey and FDR Services Corp., alter-egos      Case 22-CA-177311  
and a single employer. (Charged Party)**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**MAILING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. The Charged Party will copy and mail, at its own expense, copies of the attached Notice to all current employees and former employees of FDR Services Corp. of New Jersey and FDR Services Corp., alter egos and a single employer, who worked at its Paterson, New Jersey facility and were employed at any time since March 1, 2016. Those Notices will be signed and dated by a responsible official of the Charged Party and show the date of mailing. The Charged Party will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**BACKPAY** — The backpay allocated to (b) (6). (b) (7)(C) provided for by this agreement was calculated to account for an increase of \$.45 per hour as of December 11, 2017.

SEE ATTACHED INSTALLMENT AGREEMENT AND RIDER

**NON-ADMISSION CLAUSE** — By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect

to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

	(b) (6), (b) (7)(C)	
Yes		No _____
(b) (6), (b) (7)(C)	initials	Initials

**PERFORMANCE —**

Performance by Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this

Agreement, performance shall commence immediately upon receipt by Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by Charged Party, the Regional Director will issue a Complaint that includes the allegations set forth in the Complaint previously issued on July 31, 2017, ("Complaint") as well as the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. In its Answer, the Charged Party will admit to the allegations of the Complaint in paragraphs 1 through 4 and 10 through 14 of the Complaint that issued on July 31, 2017.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.



<b>Charged Party</b> FDR Services Corp. of New Jersey and FDR Services Corp., alter-egos and a single employer	<b>Charging Party</b> Laundry Distribution and Food Service Joint Board Workers United a/w SEIU
By: Name and Title (b) (6), (b) (7)(C) Date 4/26/19	By: Name and Title Date
(b) (6), (b) (7)(C) Print Name and Title below (b) (6), (b) (7)(C)	Print Name and Title below
Recommended By: HENRY J. POWELL Field Attorney	Approved By: DAVID E. LEACH III Regional Director, Region 22

(To be printed and posted on official Board notice form)

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** interfere with, restrain or coerce you in the exercise of the above rights.

**WE WILL NOT** lay you off because of your union membership or support or because you engage in activities together with your co-workers in order to complain about or improve your working conditions.

**WE WILL NOT** close and then re-open our facility without recalling laid off bargaining unit employees because of their union membership or support or because they engage in activities together with their co-workers in order to complain about or improve their working conditions.

**WE WILL NOT**, upon request, refuse to bargain in good faith with Laundry Distribution and Food Service Joint Board, Workers United a/w SEIU (the Union) as the exclusive collective-bargaining representative of our employees in the following appropriate unit:

All drivers, helpers, mechanics and production employees working at our Paterson, New Jersey facility, excluding guards, confidential employees and supervisors as defined in the Act.

**WE WILL NOT**, upon request, refuse to bargain in good faith with the Union regarding our decision to close our Paterson, New Jersey facility or the effects of that closure on our unit employees.

**WE WILL NOT** refuse to implement a retroactive wage increase we agreed with the Union to give our unit employees.

**WE WILL NOT** refuse to provide the Union with information that is relevant and necessary to its role as your bargaining representative.

**WE WILL** provide the Union with the information it requested on May 12, 2016.

**WE WILL** make our unit employees whole for our failure to implement a retroactive wage increase, for the wages and other benefits they lost because we laid them off and failed to recall them when we re-opened the facility, for the wages and benefits they lost as a result of our laying them off after a one-day strike and because we failed to bargain over the effects of our closure of our Paterson, New Jersey facility as set forth in *Transmarine Navigation Corp.*, 170 NLRB 389 (1968).

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

FDR Services Corp. of New Jersey and FDR Services Corp., alter-egos and a single employer.

(Employer)

Dated: 4/26/19

By: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(Representative)

(Title)

*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).*

20 WASHINGTON PL

FL 5

NEWARK, NJ 07102-3127

Telephone: (973)645-2100

Hours of Operation: 8:30 a.m. to 5 p.m.

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

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## ATTACHMENT

### BACKPAY INSTALLMENT PAYMENT AGREEMENT

In full satisfaction of all monetary obligations it may have in Board Case No. 22-CA-177311, FDR Services, Corp. of New Jersey and FDR Services Corp. alter-egos and a single employer, agrees to pay backpay in the total amount of EIGHTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$87,500.00), in three equal installment payments beginning on May 24, 2019, and continuing on June 29, 2019 and July 29, 2019 until fully paid, to each bargaining unit employee in the amounts determined by the Regional Director of Region 22, based on the Charged Party's records and with input from the Laundry Distribution and Food Service Joint Board, Workers United a/w SEIU, as listed in the attached RIDER.

For all scheduled payments, two checks should be prepared for each individual named in the attached RIDER. The first check will cover backpay and should have statutorily required payroll deductions taken out. The Charged Party is responsible for its share of FICA. Per IRS guidelines, federal tax deductions should not exceed 25%. The second check will cover interest and/or expenses and should have no deductions.

All payments will be sent by the Charged Party to the last known addresses of the discriminatees named in the attached RIDER. The Charged Party will simultaneously provide to the Region proof of mailing of the checks along with copies of the checks and paystubs, and each discriminatee's name, address, telephone number and email address so that the Region may verify receipt of the checks. This information should be provided to the Region's Compliance Officer, Rhonda Fricke, at NLRB, Region 22, 20 WASHINGTON PL. FL 5 NEWARK, NJ 07102-3127 or rhonda.fricke@nrlrb.gov.

The Charged Party also agrees that it will promptly notify the Region of any returned checks and will immediately forward any returned checks to the Region so that the Region may attempt to locate the discriminatees to whom the checks are payable.

The Charged Party further agrees that should the original returned checks have expired, that upon request by the Region, it will provide the Region with backpay checks minus the appropriate withholdings described above and interest and/or expense checks with no withholdings for each discriminatee whose check was returned to the Charged Party. *These checks must be made payable to the National Labor Relations Board* which will deposit the checks into an escrow account while the Region searches for those discriminatees. If the Region is unable to locate a discriminatee within twelve (12) months of the check(s) being placed in escrow, the funds in escrow for that discriminatee will be returned to the Charged Party.

Any cover letter or other writing that the Charged Party intends to send to the discriminatees with their checks must be pre-approved by the Region prior to its mailing to the discriminatees.

In consideration of the Board granting this installment payment schedule, the Charged Party further agrees that, in the event of any failure to make a scheduled payment, or to cure any



such failure within fourteen (14) days, the total amount of backpay set forth above, less any amounts paid, shall become immediately due and payable.

FDR SERVICES CORP. AND FDR SERVICES CORP., ALTER-EGOS AND A SINGLE EMPLOYER

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

By:

(b) (6), (b) (7)(C)

Signer name

(b) (6), (b)

[Title]

Date:

4/26/19

RIDER.  
FDR SERVICES CORP. OF NEW JERSEY and FDR SERVICES CORP., ALTER EGOS and a SINGLE EMPLOYER  
Case No. 22-CA-177311

FDR SERVICES CORP. OF NEW JERSEY and FDR SERVICES CORP., ALTER EGOS and a SINGLE EMPLOYER  
Case No. 22-CA-177311

[illegible]



**RIDER**

FDR SERVICES CORP. OF NEW JERSEY and FDR SERVICES CORP., ALTER EGOS and a SINGLE EMPLOYER  
Case No. 22-CA-177311

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>Backpay</u>	<u>Interest</u>	<u>Total</u>	<u>Three Equal Payments of Backpay</u>	<u>Three Equal Payments of Interest</u>
(b) (6), (b) (7)(C)		\$718.24	\$65.44	\$783.68	\$239.41	\$21.81
		\$422.08	\$38.46	\$460.54	\$140.69	\$12.82
		\$422.08	\$38.46	\$460.54	\$140.69	\$12.82
		\$443.24	\$40.38	\$483.62	\$147.75	\$13.46
		\$443.24	\$40.38	\$483.62	\$147.75	\$13.46
		\$422.08	\$38.46	\$460.54	\$140.69	\$12.82
		\$443.24	\$40.38	\$483.62	\$147.75	\$13.46
		\$422.08	\$38.46	\$460.54	\$140.69	\$12.82
		\$443.24	\$40.38	\$483.62	\$147.75	\$13.46
		\$970.19	\$88.58	\$1,058.77	\$323.40	\$29.53
		\$443.24	\$40.38	\$483.62	\$147.75	\$13.46
		\$437.20	\$39.83	\$477.03	\$145.73	\$13.28
		\$458.35	\$41.76	\$500.11	\$152.78	\$13.92
		\$987.77	\$90.05	\$1,077.82	\$329.26	\$30.02
		\$443.24	\$40.38	\$483.62	\$147.75	\$13.46
		\$604.41	\$55.07	\$659.48	\$201.47	\$18.37
		\$1,089.64	\$99.51	\$1,189.15	\$363.21	\$33.17
		\$1,051.91	\$96.06	\$1,147.97	\$350.64	\$32.02
		\$1,231.16	\$112.43	\$1,343.59	\$410.39	\$37.48
		\$984.02	\$89.79	\$1,073.81	\$328.01	\$29.93
		\$916.36	\$83.64	\$1,000.00	\$305.45	\$27.88
		\$1,051.91	\$96.06	\$1,147.97	\$350.64	\$32.02
		\$876.40	\$79.85	\$956.25	\$292.13	\$26.62
		\$1,051.91	\$96.06	\$1,147.97	\$350.64	\$32.02
		\$453.31	\$41.30	\$494.61	\$151.10	\$13.77
		\$981.50	\$89.61	\$1,071.11	\$327.17	\$29.87
		\$2,194.53	\$200.18	\$2,394.71	\$731.51	\$66.73
		\$551.01	\$50.23	\$601.24	\$183.67	\$16.74
		\$991.94	\$90.57	\$1,082.51	\$330.65	\$30.19
		\$1,051.91	\$96.06	\$1,147.97	\$350.64	\$32.02
		\$458.35	\$41.76	\$500.11	\$152.78	\$13.92
		\$2,462.18	\$224.56	\$2,686.74	\$820.73	\$74.85
		\$443.24	\$40.38	\$483.62	\$147.75	\$13.46
		\$1,136.82	\$103.81	\$1,240.63	\$378.94	\$34.60
		\$437.20	\$39.83	\$477.03	\$145.73	\$13.28
		\$551.01	\$50.23	\$601.24	\$183.67	\$16.74
		\$574.08	\$52.34	\$626.42	\$191.36	\$17.45

RIDER

FDR SERVICES CORP. OF NEW JERSEY and FDR SERVICES CORP., ALTER EGOS and a SINGLE EMPLOYER  
Case No. 22-CA-177311

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>Backpay</u>	<u>Interest</u>	<u>Total</u>	<u>Three Equal Payments of Backpay</u>	<u>Three Equal Payments of Interest</u>
(b) (6), (b) (7)(C)		\$1,400.97	\$127.94	\$1,528.91	\$466.99	\$42.65
		\$1,051.91	\$96.06	\$1,147.97	\$350.64	\$32.02
		\$970.19	\$88.58	\$1,058.77	\$323.40	\$29.53
		\$1,084.92	\$99.08	\$1,184.00	\$361.64	\$33.03
		\$1,567.97	\$143.15	\$1,711.12	\$522.66	\$47.72
		-----	-----	-----	-----	-----
	<b>TOTAL</b>	\$80,139.95	\$7,360.06	\$87,500.01	\$29,166.67	\$2,456.38



**Report of Backpay Paid Under the National Labor Relations Act**

(See IRS Publication 957: Reporting Back Pay and Special Wage Payments to the Social Security Administration)

Employer Name and Address	FDR Services Corp. 44 Newmans Court, Hempstead, NY 11550					
Employer's EIN:		Tax Year in Which Award Payment Was Paid:				<b>2016</b>
(1) SSN and Employee Name	(2)*Award Amount and Period(s)	(3)**Other Soc. Sec./ Med. Wages Paid in Award Year		(4)***Allocation		
		Soc. Sec.	Med./MQGE	Year	Soc. Sec.	Med./MQGE

\*Exclude amounts specifically designated as damages, penalties, etc.  
 \*\*Exclude the amount of backpay, if any, included in that amount.  
 \*\*\*For periods before January, 1978 (and for state and local government (Section 218) employees before January 1, 1981), show the wage amounts by calendar quarters. The social security and/or Medicare Qualified Government Employment (MQGE) wages (where applicable) must be shown separately FOR ALL YEARS. (Wages subject ONLY to MQGE would be shown in the Medicare/MQGE column; no wages would be shown in the Soc. Sec. column.) For tax years 1991 and later, the social security and Medicare wages must be listed separately.

I certify that the payments set forth above were made pursuant to the National Labor Relations Act.

(Sign Name)

(Date)

Contact Person (for questions or additional information):

(Name of Contact)

(Contact Telephone Number)

Send Form to: National Labor Relations Board, Region 22  
 Attn: Compliance Officer RHONDA M. FRICKE  
 20 WASHINGTON PL  
 FL 5  
 NEWARK, NJ 07102-3127

UNITED STATES OF AMERICA	<b>DO NOT WRITE IN THIS SPACE</b>	
NATIONAL LABOR RELATIONS BOARD <b>CHARGE AGAINST EMPLOYER</b>	Case 22-CA-163440	Date Filed 11/3/2015

**INSTRUCTIONS**

File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer FDR Services Corporation of New Jersey		b. Number of workers employed
c. Address (street, city, state, ZIP code) 179 Lafayette St, Paterson, NJ 07501	d. Employer Representative Keith Luneburg, President	e. Telephone No. 973-977-9300 Fax No: 973-933-9302
f. Type of Establishment (factory, mine, wholesaler, etc.) commercial laundry	g. Identify principal product or service launders hospital linens	

h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (5) and section 8(d) of the Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.

**2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)**

Around October 21, 2015, the Employer, in employees' presence, called the police on a Union representative after <sup>(b) (6), (D)</sup>ed employees in a concerted protected protest of the Employer's failure to make fund contributions

Since around June 2015, the Employer, at its Paterson NJ and Hempstead NY plants, unilaterally changed terms and conditions of employment and violated its labor contract with the Union, by failing to make fund contributions.

By the above and other acts, the above-named employer has interfered with, restrained and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.

**3. Full name of party filing charge (if labor organization, give full name, including local name and number)**

Laundry Distribution and Food Service Joint Board, Workers United, a/w SEIU

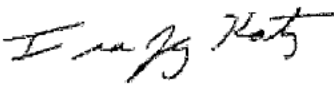
4a. Address (street and number, city, state and ZIP code) Attention Megan Chambers 18 Washington Place, 2nd Floor, Newark, NJ 07102	4b. Telephone No: 973-735-6464 Fax: No: 973-735-6465
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**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization).**

Workers United, SEIU

**6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By  Signature of representative or person making charge Ira Jay Katz	Title <u>Attorney</u>
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Address: 12 West 31 <sup>st</sup> Street, 12 <sup>th</sup> Floor, NY, NY 10001	Telephone No. 917-208-0659 Fax No: 206-202-3047	Date <u>November 3, 2015</u>
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**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT  
(U.S. CODE, TITLE 18, SECTION 1001)**